

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Import Products Co., Inc.		03/26/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	People's United Bank		
Street Address:	1 Conant Street		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	federally chartered bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85574552	DRIVELINE EXPRESS	
Registration Number:	2850516	IPC GLOBAL SOLUTIONS	
Registration Number:	3874261	ECOGARD	
Registration Number:	2802725	CABINAIRE	
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	603-628-1311		
Email:	mark.wright@mclane.com		
Correspondent Name:	Mark A. Wright		
Address Line 1:	900 Elm Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
ATTORNEY DOCKET NUMBER:	94356		

OP \$115.00 85574552

NAME OF SUBMITTER:	Mark A. Wright
Signature:	/Mark A. Wright/
Date:	03/29/2013
Total Attachments: 4 source=Signed Trademark Security Agreement#page1.tif source=Signed Trademark Security Agreement#page2.tif source=Signed Trademark Security Agreement#page3.tif source=Signed Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 26, 2013 (this "Agreement"), is made between Import Products Co., Inc. (the "**Borrower**"), in favor of People's United Bank (the "**Bank**").

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement dated March 26, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Loan and Security Agreement**"), by and between the Borrower and the Bank, the Bank has extended commitments to make Revolving Loans and Equipment Loans to the Borrower and to incur Letter of Credit obligations;

WHEREAS, pursuant to the Loan and Security Agreement and pursuant to clause (v) of Section 14 of the Loan and Security Agreement, the Bank has requested the Borrower to execute and deliver this Agreement to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Bank a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "**Trademark Collateral**");

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "**Trademark**");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all Proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation or expansion of, the security interest granted to the Bank under the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of the Bank) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the Borrower's satisfaction of all Obligations due the Bank as evidenced by the Loan and Security Agreement, the security interests granted herein shall automatically terminate with respect to such Trademark Collateral. The Bank will, at the Borrower's sole expense, deliver to the Borrower, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Bank hereunder, and execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such termination and release of the Bank's lien.

SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed in conjunction to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by authorized officer as of the date first above written.

Import Products Co., Inc.

By: Michael C. Bowden, Pres.

Name: Michael C. Bowden

Title: President and Treasurer

People's United Bank

By: David Palkin, SVP

Name: David Palkin

Title: Senior Vice President

TRADEMARK

REEL: 004994 FRAME: 0393

SCHEDULE I
to Trademark Security Agreement

Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	IPC GLOBAL SOLUTIONS (DESIGN)	2,850,516	June 8, 2004
United States	ECOGARD	3,874,261	November 9, 2010
United States	DRIVELINE EXPRESS	85,574,552	March 20, 2012
United States	CABINAIRE	2,802,725	January 4, 2004